

TOWN OF ENFIELD, CONNECTICUT
DEPARTMENT OF PUBLIC WORKS
WINTER SEASON 2007 – 2008 TRUCK & EQUIPMENT RENTAL
FOR
SNOWPLOWING

October 23, 2007

The Town of Enfield has established rental rates for trucks with snowplows for the 2007-2008 winter season. The rates are as follows:

4-Wheel Drive Pickup/w plow	\$55.00 per hour
6-Wheel under 24,000 GVW	\$60.00 per hour
*6-Wheel over 24,000 GVW	\$90.00 per hour
*10-Wheel Dump or Tri-Axle Dump	\$95.00 per hour
Rubber Tired Front End Loader w/ 2-1/2 cubic yard bucket minimum	\$95.00 per hour
Additional fee for Conventional Material Spreader	25.00 per hour

*A minimum season earnings guarantee of \$2,000 per truck will be paid, provided the truck is available within one (1) hour of all call-outs.

Application forms are available at the Public Works Highway Office, Stanley E. Jablonski DPW Complex, 40 Moody Road, Enfield, CT 06082. Responsible interested parties are required to submit a completed form no later than 3:30 p.m., November 16, 2007 to the above address.

Piya Hawkes
Director of Public Works
EOE/AA

SCOPE

It is the intention to solicit Contractors for the rental of trucks, complete with operator, plow, and optional sanding equipment for use within the Town. The Contractor furnishing the service has complete responsibility for equipment and labor being used and will furnish all fuel, maintenance, repair and insurance for that equipment. Under the contract, the Contractor's truck will receive an assignment by the Highway Superintendent and will be called out by him or a subordinate designated by him. Trucks must be fully equipped and ready and must be kept available for use from November 19 through April 15 of the contract period, unless the Public Works Director is in a position to release any specific truck before that date. The Town reserves the right to cancel any truck not fully equipped or not operationally ready for use by November 15 of the contract period, or at any point in time during the noted contract period. The cancellation of a truck that fails to meet these requirements will result in the voiding of the minimum (\$2,000) season earnings guarantee.

THE TOWN WILL PAY AN HOURLY RATE AS LISTED FOR THE FOLLOWING:

OPERATOR, TRUCK, PLOW, CONVENTIONAL MATERIAL SPREADER

4-Wheel Drive Pickup	\$55.00 per hour
6-Wheel Under 24,000 GVW	\$60.00 per hour
*6-Wheel over 24,000 GVW	\$90.00 per hour
*10-Wheel Dump or Tri-Axle Dump	\$95.00 per hour
Rubber Tired Front End Loader w/ 2-1/2 cubic yard bucket minimum	\$95.00 per hour

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AWARD

Responsive, responsible, qualified Contractors will be placed onto the contract award list. Remaining on the contract award will be based upon the Contractor meeting and adhering to the sections of the contract specifications that follow. Vehicles must be in safe and sound operating condition at all times.

Based upon the Town's needs, the Town will be awarding trucks with plow and operator and trucks with plow, operator, and material spreader. Not all units will be hired.

HOURS USED

The number of hours of use of the trucks during the contract period will vary with the number of storms in each winter season. Trucks will be used whenever required: weekdays, nights, Saturdays, Sundays, holidays and will be called out when prevailing conditions warrant at the discretion of the Town.

GUARANTEED MINIMUM

Due to the uncertainty of conditions requiring the use of Contractor's trucks, Contractors will be guaranteed a minimum payment per truck for the season provided that all conditions of the specifications are met throughout the contract period and services are satisfactory to the Town.

In the event a Contractor is called to report and cannot or does not report to work, those monies lost, per hour, will be deducted from the guaranteed minimum offered. In addition, any hours that are to be considered not paid due to breakdown (not paid would mean break down hours- Contractor's vehicle is not actively engaged in snow plowing operations, after reporting to his or her work location), will be deducted from that Contractor's guaranteed minimum per vehicle.

Minimum guarantee payment amounts will be determined after the cost for breakdown hours and penalty hours, if any, are deducted from the appropriate guaranteed payment.

CONDITIONS FOR PAYMENT OF MINIMUM GUARANTEES

1. Trucks selected after November 16 and prior to November 23 for which all necessary paperwork is returned within the 15 calendar days noted above, will qualify for the per truck guarantee. All trucks selected whose paperwork has not been received within the 15 calendar days will not receive a guarantee.

2. The guarantee shall be paid as follows:

\$3,000 per truck with plow and approved material spreader

\$2,000 per truck with plow

Failure to meet insurance requirements will result in denial of minimum guarantee. Receipt of Insurance Certificate will be closely monitored. Vendors are cautioned to note insurance requirements as noted in the bid documents and in anticipation of being selected they are advised to discuss these requirements with their insurance agent so that they can submit the required certificate promptly if their truck(s) are to be selected.

EQUIPMENT

Contractors are to furnish the truck with operator and equipped with hoist, snowplow, and all equipment satisfactory to the Department of Public Works. Equipment is to be mechanically sound and in compliance with all applicable Federal, State, and Municipal regulations in force throughout the contract period, and must not have been cited for safety violations within the 30 days prior to the submittal date.

Moldboards to be minimum length of 11' 0", minimum height of 30".

Trucks must also be equipped with auxiliary lights, adjusted headlights, and flashing amber lights in conformity with Connecticut General Statutes.

EQUIPMENT (continued)

When Contractors are hired without a material spreader the unit shall report in with ballast.

Contractor's trucks must be equipped with adequate defrosting devices to insure safe and continuous operation of the truck throughout the rental period regardless of conditions that may exist.

The spreader shall be a hopper type unit or a unit of new design acceptable by the Town – 5 cubic yards minimum capacity capable of spreading sand, salt, or both at various widths and at application rates required by the Town. Each Contractor shall specify the type of spreader being bid. **THE TOWN RESERVES THE RIGHT TO GIVE PREFERENCE TO HYDRAULICALLY OPERATED MATERIAL SPREADERS AND MECHANICALLY OPERATED MATERIAL SPREADERS WHEN SELECTING TRUCK FOR USE.**

The Town will pay twenty (\$25.00) per hour for a conventional spreader, that must be used during any storm event as required by the Highway Superintendent or his designee. The type of equipment listed by the Contractors shall meet Town specifications and approval upon inspection.

MOTOR VEHICLE REGISTRATION REQUIREMENTS

Section 14-12a – Registration of certain motor vehicles garaged or operated in Connecticut – defines the commercial registration requirements applicable under the terms of this contract. This provision may apply to certain pieces of equipment hired under this contract.

LIGHTING SPECIFICATIONS

Contractors supplying trucks are required to equip these vehicles with warning devices of the type described or an approved equal.

1. Two light system: The lights are to be mounted on the right and left side of the truck at a height to be sufficient to warn approaching traffic. Rotary or flashing type lights will be visible 360 degrees.
2. Three light system (Dual dump system): One light mounted on top of cab of truck at a height to be sufficient to warn approaching traffic. Two lights mounted on rear of dump body on the right and left side to warn approaching traffic from rear.

RENTAL PERIOD

The rental period starts from the time the truck reports for work as ordered by the Department's representative to when the Department's representative releases the truck from its assignment.

The basis of payment for rental of truck will be at the set hourly rate multiplied by the actual hours worked.

The Department will guarantee a minimum payment of four (4) hours for each truck called out and reporting for work and whose performance is in compliance with the terms and conditions outlined in this contract. If the truck is not utilized for the full four (4) hours, the travel time will be included in the minimum four-hour guarantee.

Rental time will be computed to the nearest one-quarter hour after the minimum four-hour guarantee.

Additionally, in the event of any breakdown within the first four (4) hours, the minimum payment provision WILL NOT be made.

OVERTIME

No overtime rates will be awarded or paid.

TRAVEL ALLOWANCE

The travel time/hookup allowance will be one hour. The travel time/hookup allowance shall be the time from the Contractor's garage to the work assignment. Travel time will not be paid for return trip to the Contractor's garage after release by the Town.

The travel time allowance will be paid at the set hourly rate designated. Failure to report within the agreed upon travel time allowance will void the minimum guarantee payment for four (4) hours.

UNAVOIDABLE AND VERIFIED CIRCUMSTANCES

In the event of unavoidable and verifiable extenuating circumstances, the Public Works Director may, on the recommendation of the Highway Superintendent, determine and grant a reasonable time extension to the one hour grace period with no penalty incurred. Failure to report within the allowable time will void the provision guaranteeing minimum payment of four (4) hours.

ITEMS WHICH AFFECT PAYMENTS:

PENALTIES: Since trucks are to be rented for the entire winter season and are assigned to definite locations, there will be a penalty against the Contractor for delays in reporting to the work assignment and for not reporting to work.

- **RATE OF:** The rate of the penalty is equal to the per hour charge for the truck and spreader, if so configured.
- **ACCRUAL OF:** The penalty will be up to the maximum number of hours such service is required during the storm. The penalty will accrue throughout the entire period of the storm until trucks would normally be released.
- **DEDUCTION OF:** Penalties will be deducted from outstanding payments due to the Contractor or will be billed to the Contractor if payments have been made in full.

The Town reserves the right to collect such monies due through either court judgement or through deductions from payments due to the Contractor from services performed under other contracts.

Contractors who fail to pay penalties by April 30th or within 30 days of request **MAY NOT** be considered for selection in the following year's contract.

BREAKDOWNS: There will be no payment for a truck while laid up during periods of storm activities due to breakdown. In the event that a Contractor's spreader breaks down and the truck is able to plow, the Town may elect to utilize the truck for plowing only.

MEALS: There will be no payment for the cost of meals. The Contractor shall take a meal break of one-half hour when directed by the Town representative. The arrangement as to when meals will be taken shall be controlled by and authorized by the Town representative.

INSPECTION: Immediately after receipt of the contract award the Town will notify the Contractor to make an effort to establish an inspection time and site which is acceptable to both parties. Contractors failing to respond to the Town's inspection requests will not be utilized. Inspections shall only be to insure the equipment being provided will meet the needs of the Town of Enfield for snow and ice control purposes.

INSPECTION HOURS: Inspections shall take place between the hours of 8:00 a.m. and 3:30 p.m., Monday through Friday.

CONDITIONS

Condition of Contractor's equipment and past performance and work record will be factors considered in selection and issuance of a route.

The Town reserves the right to request a Contractor to have the equipment fully rigged as offered on the proposal pages. This request shall be made when establishing the date of inspection.

Contractors must have their equipment at the designated location at the appointed time whereby a documented inspection can be made by Department of Public Works personnel for use in determining selection for use.

Contractor's equipment unavailable for inspection or Contractors having equipment determined by the town as unable to perform the specified work will be so informed.

DRIVERS

Contractors shall submit evidence for each driver to be employed to operate trucks which will be contracted to the Town of Enfield, of enrollment in a valid Drug & Alcohol Testing Program per federal guidelines for commercial drivers and a copy of each driver's valid commercial driver's license. Submittal of this documentation is mandatory. Failure to do so will preclude utilization of the driver(s) and/or trucks(s). By acceptance of this contractual obligation, the vendor guarantees that all drivers in his/her employ will retain appropriate valid drivers licenses during the contract period. Violation of this provision will enable the Town of Enfield to take any action deemed appropriate against the operator and/or the vendor.

SELECTION

The number of trucks will be selected by the Town on an as required basis. Contractors and the number of their trucks will be considered for selection after the Town's representative determines that the inspected vehicle has passed the Town's inspection. The Contractor will be obligated to provide information to the Town's representative to complete the inspection and selection process for each vehicle listed.

The Town is not responsible for failure to reach a Contractor. The Contractor shall be responsible for the availability of the truck for plowing and sanding operations and for the return of all necessary paperwork (including insurance certificates). When the truck is selected after inspection, the Contractor must submit his insurance prior to the issuance of a purchase order.

PERMANENT BREAKDOWN

Contractors are responsible for notifying the Highway Superintendent or a subordinate designated by him AND the Department of Public Works immediately following permanent breakdown of equipment.

CALIBRATION

All acceptable Contractor trucks that are required to have material spreaders will be required to have their truck's material spreader calibrated. It will be the Contractor's responsibility to have his spreader calibrated at no expense to the Town.

INSURANCE CERTIFICATES

Before any contract is executed, the successful Contractor(s) will be required to file with the Department of Public Works, within 15 calendar days from the date of selection and acceptance of vehicle. The certificate must be executed by a company authorized to write such business in the State of Connecticut, and the company must be authorized to underwrite the specific line coverage as designated below. The insurance certificate and coverage requested must be updated and kept current throughout the life of the contract, including any extensions. Failure to comply may result in the cancellation of purchase orders, and new purchase orders will be issued to another Contractor.

1. Liability limits for bodily injury and personal injury, \$1,000,000 per occurrence.
2. Liability limits for property damage including that caused by motor vehicles, \$1,000,00 per occurrence.
3. Liability limits to cover the operation of motor vehicles, not less than \$1,000,000 per accident.
4. Contractual liability, \$1,000,000 per occurrence.
5. Owner's protective liability and property damage, \$1,000,000 per occurrence.
6. Worker's Compensation, as required by Connecticut State statutes.
7. The "Town of Enfield" is to appear as an additional insured on all Certificates of Insurance.
8. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut.
9. All insurance may not be cancelled or modified without sixty (60) days written notice by registered U.S. Mail to "Director of Finance, Town of Enfield, 820 Enfield St., Enfield, Connecticut 06082".
10. The insurance company rating should be no less than A- VII by A.M. Best.

STANDARDS

Contractors supplying equipment are required to comply with the current Connecticut Occupational Safety and Health Standards, Volume I; General Industry Standards, Volume II; Construction Safety and Health Regulations and with current Department of Environmental Protection rules and regulations where applicable.

TAXES

The Town of Enfield is exempt from payment of Excise Transportation and Sales Taxes imposed by the Federal Government and/or the State. Such taxes must not be included in proposal prices. Federal Excise Exemption Certificates will be furnished on request by the Department of Public Works and the Finance Department.

RIGHT TO REJECT PROPOSAL

The Director of Public Works of the Town of Enfield reserves the right to reject any and all submissions in whole or in part, to waive technical defects, irregularities and omissions, if, in his judgement, the best interest of the Town will be served.

SUBMITTAL

All Contractors are required to return one (1) fully executed proposal sheet.

Contractors should be careful to initial on such sheets any places where they have used white-out, crossed-out, erased, write-overs, etc., as such changes not initialed will not be awarded.

Contractors are required to furnish complete equipment description for each item.

PURCHASE ORDER PAYMENTS

Contractors shall coordinate their hours and appropriate payment requests with the Office of the Highway Superintendent or his/her representative who will authorize the payment and forward it for processing to the Finance Department.

CANCELLATION CLAUSE

The Town reserves the right to cancel any contract where, in its opinion, the Contractor is not satisfactorily giving the service required or meeting reasonable production standards. Termination shall be immediate upon written notification to the Contractor.

EQUIPMENT INFORMATION

All information requested on the proposal shall be filled in properly such as: **gross vehicle weight, make and model, vehicle identification number, and material spreader description.** Failure to provide all information correctly may result in the contacting of another Contractor. All Contractors should include all trucks available for the proposal. ***Please be careful in listing vehicle identification numbers.***

REPLACEMENT EQUIPMENT

No replacement equipment will be allowed unless prior approval is authorized by the Highway Superintendent or a subordinate designated by him/her.

QUESTIONS

Questions regarding these specifications should be directed to the Highway Superintendent, William Sperrazza, at (860) 763-7561.

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PROPOSAL (Cont.)

NAMES AND TELEPHONE NUMBERS OF CONTACT PEOPLE:

NAME OF INSURANCE COMPANY AND POLICY NUMBER:

NAME OF DRUG AND ALCOHOL TESTING PROGRAM:

CERTIFICATION OF DRIVER ENROLLMENTS:

I, _____, hereby certify the drivers indicated to man trucks for the Town of Enfield snowplowing are enrolled in a Drug and Alcohol Testing Program in compliance with appropriate Federal regulations.

COPY OF CDL FOR EACH DRIVER MUST BE ATTACHED

Name of Contractor_____

Authorized Signature_____

Position or Title_____

Address of Contractor_____

City or Town_____